

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

INA STEINER, DAVID STEINER, and
STEINER ASSOCIATES, LLC,

Plaintiffs,

v.

EBAY INC., et al.,

Defendants.

Civil Action No. 21-cv-11181-PBS

**DEFENDANT EBAY INC.'S RESPONSES AND OBJECTIONS TO DEFENDANT
PROGRESSIVE F.O.R.C.E. CONCEPTS, LLC'S, REQUESTS FOR ADMISSIONS**

Pursuant to Federal Rules of Civil Procedure 26 and 36 and Local Rule 36.1, Defendant eBay Inc. (“eBay”), by and through its undersigned counsel, hereby responds and objects to the Requests for Admission propounded on eBay by Defendant Progressive F.O.R.C.E. Concepts, LLC (“PFC”), dated August 23, 2024 (collectively, the “Requests,” each, a “Request”). The following responses are made based on the information available to eBay following a reasonably diligent search, and eBay reserves the right to supplement, amend, or correct its responses as additional information comes to light. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Requests.

In its January 11, 2024 Deferred Prosecution Agreement (“DPA”)¹, eBay admitted to an extensive and detailed statement of facts made part of the DPA as well as to allegations set forth in an Information accompanying the DPA. As set forth in eBay’s Answer to the Amended Complaint, eBay reiterates that to the extent the Amended Complaint alleges facts and legal

¹ As used herein, the term “DPA” also encompasses the Information filed against eBay in *United States v. eBay, Inc.*, No. 24-cr-10003-PBS (D. Mass.).

conclusions to which eBay has admitted and accepted responsibility pursuant to the DPA and Information, those facts and legal conclusions are admitted. Anything in these Responses and Objections that contradicts either the statement of facts in the DPA or the Information is inadvertent and should not be construed as an attempt by eBay to retreat from its acceptance of responsibility.

GENERAL OBJECTIONS

Each response to the Requests is subject to and incorporates the following General Objections, as well as additional objections provided in response to each Request. The repeated assertion of any particular objection does not waive any other objection, including those incorporated by reference. An assertion of similar or additional objections in response to a specific Request does not waive any of these General Objections as to that or any Request. eBay's failure to object to a specific Request on a particular ground shall not be construed as a waiver of its right to object on any ground. eBay is willing to meet and confer regarding its objections and responses to the Requests.

1. eBay objects to each and every Request to the extent that it purports to impose upon eBay any requirements or obligations inconsistent with, broader than, and/or not imposed by the Federal Rules of Civil Procedure, the Local Rules, any other applicable laws or rules, or any Court orders relevant to the proper manner, scope, timing, or extent of discovery in this matter, including, but not limited to, the Court's December 6, 2023 Order (Dkt. 306) and the Court's January 5, 2024 Order (Dkt. 315).

2. eBay objects to each and every Request to the extent that it purports to require the disclosure of information protected by the attorney-client privilege, the attorney work product doctrine, the common interest privilege, and/or any other applicable law, privilege or immunity,

doctrine, protection from disclosure, or claim of confidentiality, including without limitation any joint defense privilege (collectively, “Privilege”).

3. eBay objects to each and every Request to the extent that it is overly broad, overly expansive, not proportionate to the needs of the case, and/or unduly burdensome or would impose on eBay an unreasonable burden of inquiry. eBay responds herein based on the results of reasonably diligent efforts to identify records and employees likeliest to have potentially responsive information.

4. eBay objects to each and every Request to the extent that it is vague, ambiguous, confusing, or not susceptible to a reasoned interpretation or response.

5. eBay objects to each and every Request to the extent that it seeks information that is duplicative, cumulative, or redundant, or that may be obtained from some other source that is more convenient, less burdensome, and/or less expensive.

6. eBay objects to each and every Request to the extent that it seeks information not relevant to the claims or defenses of any party in the above-captioned action or are not reasonably calculated to lead to the discovery of admissible evidence.

7. eBay objects to each and every Request to the extent that it contains express or implied assumptions of fact or law with respect to the matters at issue in this case. In responding, eBay does not admit the factual or legal premise of any Request.

8. eBay objects to each and every Request to the extent that it states or assumes legal conclusions.

9. eBay provides these responses and objections without conceding the relevance or materiality of the subject matter of any Request. eBay’s responses and objections are not intended to, and shall not, be construed as an admission that the information provided herein is

relevant, material, admissible in evidence, or reasonably calculated to discover admissible evidence. Furthermore, the fact that eBay has responded to, answered, or provided information in response to a Request shall not be interpreted as implying that eBay acknowledges the propriety of the Request.

10. eBay provides these responses and objections based on eBay's present knowledge, information, and belief. eBay objects to each and every Request to the extent it seeks information not currently in eBay's possession, including information held by or known to former eBay employees. eBay reserves the right to supplement, amend, modify, or correct all or parts of any response, answer, or information provided herein to the full extent permitted by the Federal Rules of Civil Procedure and the Local Rules, including as discovery proceeds in the case.

11. eBay objects to each and every Request to the extent that it seeks information that is protected from disclosure by all applicable federal and/or state privacy laws.

12. eBay's response to each and every Request is without waiver, limitation, or prejudice to eBay's rights at any later time, in this or in any subsequent proceeding, to raise objections to: (a) the competence, use, relevance, materiality, Privilege, or admissibility of (i) the Requests or any part thereof or (ii) statements made in response to the Requests, or any part thereof; or (b) any other demand for discovery involving or relating to the matters raised in the Requests or the information produced in response to the Requests.

13. The objection, failure to object, or an agreement to provide responsive information does not constitute a representation by eBay that any such information exists or is within its possession, custody, or control.

14. eBay objects to each Request to the extent that compliance with such Request would require eBay to conduct discovery of or to investigate third parties, or to provide information, documents, and communications on behalf of persons or entities over which eBay exercises no authority.

15. eBay objects to each Request to the extent that it seeks information obtainable from some other source that is more convenient, less burdensome, less expensive, more efficient, or more practical.

16. eBay objects to each Request to the extent that it seeks the provision of information or production of materials not currently in existence.

17. eBay further objects to the term “eBay Prosecution Agreement” as vague and ambiguous; eBay will construe this to refer to the DPA as defined above.

18. eBay responds to the Requests based on the understanding that Progressive F.O.R.C.E. Concepts, LLC and the other entities within the PFC Group of Companies do not draw any distinction among the entities within the PFC Group of Companies for purposes of any claims or liability related to the events underlying this litigation or for purposes of discovery in this litigation, and based on the understanding that, notwithstanding the Requests’ definition of Progressive F.O.R.C.E. Concepts, LLC as “PFC,” use of “PFC” within the Requests and/or responses refers to the relevant entity or entities within the PFC Group of Companies (which includes, among other entities, Progressive F.O.R.C.E. Concepts, LLC, PFC Safeguards, LLC, and PFC Safeguards, Inc.).

SPECIFIC OBJECTIONS AND RESPONSES

REQUEST NO. 1

Veronica Zea worked at eBay as a contractor through Concentric Advisors beginning in 2017.

RESPONSE TO REQUEST NO. 1

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request as vague and ambiguous because it does not specify how far into the future this Request is intended to extend.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that Veronica Zea was engaged as a contractor at eBay through Concentric Advisors beginning in 2017 and continuing through the time that she became engaged as a contractor at eBay through PFC. eBay otherwise denies this Request.

REQUEST NO. 2

In August 2019, Veronica Zea was 25 years old and a contract employee through PFC within eBay's Global Intelligence Center ("GIC").

RESPONSE TO REQUEST NO. 2

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request's term "contract employee" as vague and ambiguous.

eBay further objects to the extent this Request seeks information obtainable from some other source, namely Defendants PFC and Veronica Zea, that is more convenient, less burdensome, less expensive, more efficient, or more practical.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that, based on records provided by PFC, in August 2019 Veronica Zea was 25 years old. eBay further admits that, in August 2019, Veronica Zea was engaged as a contractor at eBay within its Global Intelligence Center (“GIC”) through one or more entities in the PFC Group of Companies. eBay otherwise denies this Request.

REQUEST NO. 3

In her position as intelligence analyst within eBay’s GIC, Ms. Zea attended and was provided certain training by eBay.

RESPONSE TO REQUEST NO. 3

eBay incorporates by reference each of its General Objections as though set forth herein.

Subject to and without waiving the foregoing General Objections, eBay responds as follows:

eBay admits that Ms. Zea attended and was provided certain training by eBay during the period in which she was a contract intelligence analyst within eBay’s GIC.

REQUEST NO. 4

While working within eBay’s GIC, Ms. Zea reported through Stephanie Stockwell and/or Stephanie Popp--managers of the GIC--to Jim Baugh, eBay’s Senior Director of Safety & Security.

RESPONSE TO REQUEST NO. 4

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request’s term “reported through” as vague and ambiguous.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that during at least some of Ms. Zea's tenure within eBay's GIC, Stephanie Stockwell's title was Manager, Intelligence; Stephanie Popp's title was Senior Manager of Global Intelligence; Jim Baugh's title was Senior Director of Safety & Security; during at least some of Ms. Zea's tenure within eBay's GIC, Ms. Zea had a reporting line to Popp who in turn had a reporting line to Baugh. eBay otherwise denies this Request.

REQUEST NO. 5

While Veronica Zea worked within eBay's GIC as an intelligence analyst for eBay, Ms. Zea's daily tasks and assignments for eBay were determined, controlled and directed by her eBay supervisors.

RESPONSE TO REQUEST NO. 5

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request's term "determined, controlled and directed" as vague and ambiguous.

eBay further objects to this Request as vague, ambiguous, overly broad, and unduly burdensome.

eBay further objects to this Request because it calls for a legal conclusion.

eBay further objects to this Request to the extent that it suggests exclusive direction or control by eBay, to the exclusion of direction or control by PFC.

eBay further objects to the extent this Request seeks information obtainable from some other source, namely Defendants Baugh, Popp, and Zea, that is more convenient, less burdensome, more efficient, or more practical.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that, as set forth in the DPA, Ms. Zea was an eBay contractor who worked in the GIC and that, pursuant to the DPA, eBay has “admit[ted], accept[ed], and acknowledge[d] that it is responsible under United States law for the acts of its ... agents as charged in the Information, and as set forth in the [DPA’s] Statement of Facts,” which includes the acts of Ms. Zea as set forth in the DPA’s Statement of Facts; eBay’s admissions in the DPA and in response to PFC’s Requests in no way preclude and are in no way exclusive of the liability of entities within the PFC Group of Companies to any of the parties, including eBay, and including as concerns PFC’s duties and obligations under the Master Services Agreement between eBay and PFC. Questions concerning facts relating to Ms. Zea’s daily tasks and assignments may be directed to Ms. Zea or other defendants, and eBay also responds by reference to the Master Services Agreement between eBay and PFC. eBay otherwise denies this Request.

REQUEST NO. 6

Ms. Zea’s daily tasks and assignments as an intelligence analyst within the GIC at eBay was not determined, directed, or controlled by PFC.

RESPONSE TO REQUEST NO. 6

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request’s term “determined, directed, or controlled” as vague and ambiguous.

eBay further objects to this Request as vague, ambiguous, overly broad, and unduly burdensome.

eBay further objects to this Request because it calls for a legal conclusion.

eBay further objects to this Request to the extent that it suggests exclusive direction or control by eBay, to the exclusion of direction or control by PFC.

eBay further objects to the extent this Request seeks information obtainable from some other source, namely Defendants Baugh, Popp, and Zea, that is more convenient, less burdensome, more efficient, or more practical.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that, as set forth in the DPA, Ms. Zea was an eBay contractor who worked in the GIC and that, pursuant to the DPA, eBay has “admit[ted], accept[ed], and acknowledge[d] that it is responsible under United States law for the acts of its ... agents as charged in the Information, and as set forth in the [DPA’s] Statement of Facts,” which includes the acts of Ms. Zea as set forth in the DPA’s Statement of Facts; eBay’s admissions in the DPA and in response to PFC’s Requests in no way preclude and are in no way exclusive of the liability of entities within the PFC Group of Companies to any of the parties, including eBay, and including as concerns PFC’s duties and obligations under the Master Services Agreement between eBay and PFC. Questions concerning facts relating to Ms. Zea’s daily tasks and assignments may be directed to Ms. Zea or other defendants, and eBay also responds by reference to the Master Services Agreement between eBay and PFC. eBay otherwise denies this Request.

REQUEST NO. 7

In or around April/May of 2019, eBay through Baugh and/or Popp made the decision to increase Zea’s salary by \$25,000, and subsequently notified PFC of this decision.

RESPONSE TO REQUEST NO. 7

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request to the extent that it contains the express or implied assumption of fact that eBay could decide to increase Zea's salary and/or could notify PFC of this decision.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that on or around April 12, 2019, Stephanie Popp emailed Scott Pugh regarding increasing the annual salary of all analysts from \$80,000 to \$105,000, and on or around May 14, 2019, Jim Baugh emailed Scott Pugh requesting that Ms. Zea's salary be raised to \$105,000 a year. *See, e.g.*, EBAY_STEINER_00018397 - EBAY_STEINER_00018399. eBay otherwise denies this Request.

REQUEST NO. 8

On or around August 21, 2019, eBay through Mr. Baugh and/or Ms. Stockwell (Ms. Zea's eBay supervisors) decided to increase Ms. Zea's salary by \$20,000 due to her tenure and the additional job duties eBay had her doing within eBay's GIC, subsequently notifying PFC of this decision.

RESPONSE TO REQUEST NO. 8

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request to the extent that it contains the express or implied assumption of fact that eBay could decide to increase Zea's salary and/or could notify PFC of this decision.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that on or around August 21, 2019, Stephanie Stockwell emailed Scott Pugh requesting that Ms. Zea's salary be raised to \$125,000 a year, and stating that "[t]his pay raise is reflective of her tenure and the additional responsibilities she has assumed in the GIC, as well as to ensure that her compensation remains competitive." *See, e.g.*, EBAY_STEINER_00044540 - EBAY_STEINER_00044541. eBay otherwise denies this Request.

REQUEST NO. 9

During Ms. Zea's work as an intelligence analyst within eBay's GIC, eBay not PFC, determined her salary and raises and would subsequently notify PFC of those determinations.

RESPONSE TO REQUEST NO. 9

eBay incorporates by reference each of its General Objections as though set forth herein.

Subject to and without waiving the foregoing General Objections, eBay responds as follows:

The Request as stated is denied.

REQUEST NO. 10

At or around the beginning of August of 2019, eBay, through Mr. Baugh and/or Ms. Popp, selected Ms. Zea for and provided her with Leadership training, having identified her as someone with potential to be promoted by eBay to a leadership position at eBay.

RESPONSE TO REQUEST NO. 10

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request's term "Leadership training" as vague and ambiguous.

eBay further objects to the extent this Request seeks information obtainable from some other source, namely Defendants Baugh, Popp, and Zea, that is more convenient, less burdensome, less expensive, more efficient, or more practical.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that emails from Baugh and others to Zea discuss a “GSR Leadership Orientation Program.” *See, e.g.*, EBAY_STEINER_00215108 - EBAY_STEINER_00215109 and forthcoming eBay production. eBay otherwise denies this request.

REQUEST NO. 11

eBay’s Code of Business Conduct and Ethics applied to all persons working at eBay in 2019, including Ms. Zea.

RESPONSE TO REQUEST NO. 11

eBay incorporates by reference each of its General Objections as though set forth herein.

Subject to and without waiving the foregoing General Objections, eBay responds as follows:

eBay admits that eBay’s Code of Business Conduct and Ethics applied to all eBay employees and contractors, working at eBay in 2019, including Ms. Zea.

REQUEST NO. 12

PFC’s submission of its invoices and expense reports as to its embedded employees in eBay’s GIC, including Ms. Zea, to eBay for eBay’s processing and payment was done via “Ariba”.

RESPONSE TO REQUEST NO. 12

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request's term "embedded employees" as vague and ambiguous.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that in 2019, an entity or entities within the PFC Group of Companies submitted invoices for contractors at eBay within the GIC, including Ms. Zea, through the purchase order system Ariba. eBay otherwise denies this Request.

REQUEST NO. 13

Between January 1, 2019 and August 31, 2019, eBay through either or both of Mr. Baugh and Ms. Popp needed to, and did, review and approve of PFC's invoices and expense reports as to PFC's embedded employees in eBay's GIC, including Ms. Zea, before PFC submitted them to eBay through Ariba for processing and payment.

RESPONSE TO REQUEST NO. 13

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request's term "embedded employees" as vague and ambiguous.

eBay further objects to this Request to the extent that it contains the express or implied assumption of fact that only employees at eBay reviewed and approved PFC invoices and expense reports prior to submission and that PFC did not also review and approve PFC invoices and expense reports prior to submission.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that the Master Services Agreement between eBay and PFC required, among other things, that, as further set out in the Master Services Agreement, certain expenses be “approve[d] in advance in writing by [] eBay.” eBay further admits that between January 1, 2019 and August 31, 2019, Popp reviewed some PFC invoices before those invoices were submitted to the purchase order system Ariba. eBay otherwise denies this Request.

REQUEST NO. 14

Ms. Zea was a contractor for and agent of eBay as to the harassment and stalking actions or conduct set forth in the Statement of Facts to the eBay Prosecution Agreement a true and accurate copy of which is attached as Exhibit 1.

RESPONSE TO REQUEST NO. 14

eBay incorporates by reference each of its General Objections as though set forth herein. Subject to and without waiving the foregoing General Objections, eBay responds as follows:

eBay admits that, as set forth in the DPA, Ms. Zea was an eBay contractor who worked in the GIC and that, pursuant to the DPA, eBay has “admit[ted], accept[ed], and acknowledge[d] that it is responsible under United States law for the acts of its ... agents as charged in the Information, and as set forth in the [DPA’s] Statement of Facts,” which include the acts of Ms. Zea as set forth in the DPA’s Statement of Facts; eBay’s admissions in the DPA and in response to PFC’s Requests in no way preclude and are in no way exclusive of the liability of entities within the PFC Group of Companies to any of the parties, including eBay, and including as concerns PFC’s duties and obligations under the Master Services Agreement between eBay and PFC. eBay otherwise denies this Request.

REQUEST NO. 15

The actions or conduct of the individual Defendants identified in the Statement of Facts to the eBay Prosecution Agreement and pertaining to or comprising the harassment and intimidation campaign as to the Steiners, including as to the conduct or participation of Ms. Zea, were at the direction and/or instruction of Mr. Baugh.

RESPONSE TO REQUEST NO. 15

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request as vague, ambiguous, overly broad, and unduly burdensome.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits to the facts set forth in the DPA's Statement of Facts, including those pertaining to Baugh's conduct and role; eBay's admissions in the DPA and in response to PFC's Requests in no way preclude and are in no way exclusive of the liability of entities within the PFC Group of Companies to any of the parties, including eBay, and including as concerns PFC's duties and obligations under the Master Services Agreement between eBay and PFC. eBay otherwise denies this Request.

REQUEST NO. 16

Consistent with the Statement of Facts to the eBay Prosecution Agreement and the referenced Information, eBay through Mr. Baugh directed and controlled the conduct and actions of Ms. Zea involving the Steiners and as otherwise identified in the Statement of Facts to the eBay Prosecution Agreement.

RESPONSE TO REQUEST NO. 16

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request's terms "eBay through Mr. Baugh" and "directed and controlled" as vague and ambiguous.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits to the facts set forth in the DPA's Statement of Facts, including those pertaining to Baugh's conduct and role, and admits that, pursuant to the DPA, eBay has "admit[ted], accept[ed], and acknowledge[d] that it is responsible under United States law for the acts of its ... employees[] and agents as charged in the Information, and as set forth in the [DPA's] Statement of Facts;" eBay's admissions in the DPA and in response to PFC's Requests in no way preclude and are in no way exclusive of the liability of entities within the PFC Group of Companies to any of the parties, including eBay, and including as concerns PFC's duties and obligations under the Master Services Agreement between eBay and PFC. eBay otherwise denies this Request.

REQUEST NO. 17

Consistent with paragraph 2 of the eBay Prosecution Agreement, eBay "admits, accepts and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees and agents as charged in the Information and as set forth in the attached Statement of Facts" which includes the actions or conduct of Ms. Zea set out in the Statement of Facts to the eBay Prosecution Agreement.

RESPONSE TO REQUEST NO. 17

eBay incorporates by reference each of its General Objections as though set forth herein.

Subject to and without waiving the foregoing General Objections, eBay responds as follows:

eBay admits that consistent with paragraph 2 of the DPA, eBay “admits, accepts and acknowledges that it is responsible under United States law for the acts of its officers, directors, employees and agents as charged in the Information and as set forth in the attached Statement of Facts” which includes the actions or conduct of Ms. Zea set out in the Statement of Facts to the DPA; eBay’s admissions in the DPA and in response to PFC’s Requests in no way preclude and are in no way exclusive of the liability of entities within the PFC Group of Companies to any of the parties, including eBay, and including as concerns PFC’s duties and obligations under the Master Services Agreement between eBay and PFC. eBay otherwise denies this Request.

REQUEST NO. 18

eBay is not claiming or asserting in this litigation that PFC and not eBay is responsible, in whole or in part, for the conduct and actions of the individual defendants, including Ms. Zea, that is set forth in the Statement of Facts to the eBay Prosecution Agreement.

RESPONSE TO REQUEST NO. 18

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request as vague, ambiguous, confusing, and not susceptible to a reasoned interpretation or response.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

The Request as stated is denied.

REQUEST NO. 19

eBay is not aware of any information that PFC directed or controlled the conduct of the individual defendants that is set forth in the Statement of Facts to the eBay Prosecution Agreement and which otherwise constitutes the harassment and intimidation campaign involving the Steiners.

RESPONSE TO REQUEST NO. 19

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request's term "directed or controlled" as vague and ambiguous.

eBay further objects to this Request because it calls for a legal conclusion.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

Although fact discovery is ongoing, at this time eBay is not aware of any information that PFC directed or controlled the conduct of the individual defendants that is set forth in the Statement of Facts to the DPA and which otherwise constitutes the harassment and intimidation campaign involving the Steiners; however, this response in no way precludes and is in no way exclusive of the liability of entities within the PFC Group of Companies to any of the parties, including eBay, and including as concerns PFC's duties and obligations under the Master Services Agreement between eBay and PFC. eBay otherwise denies this Request.

REQUEST NO. 20

The harassment and intimidation campaign devised and directed by Mr. Baugh, including the actions of Ms. Zea taken at his instruction and direction, were highly unusual and not

foreseeable to or within the expectation of eBay as to what a GIC intelligence analyst was supposed to or expected to do.

RESPONSE TO REQUEST NO. 20

eBay incorporates by reference each of its General Objections as though set forth herein.

eBay further objects to this Request's terms "devised and directed," "instruction and direction," and "highly unusual" as vague and ambiguous.

eBay further objects to this Request as vague, ambiguous, overly broad, and unduly burdensome.

eBay further objects to this Request because it calls for a legal conclusion.

Subject to and without waiving the foregoing General and Specific Objections, eBay responds as follows:

eBay admits that the harassment and intimidation campaign set out in the DPA's Statement of Facts was in violation of eBay policy, highly unusual, and not foreseeable to or within the expectation of eBay as to what a GIC intelligence analyst was supposed to or expected to do. eBay otherwise denies this Request.

REQUEST NO. 21

As part of its investigation, eBay conducted an interview or interviews of Ms. Zea who was not truthful about her knowledge of the harassment and intimidation campaign involving the Steiners with Ms. Zea's sentencing memorandum confirming Ms. Zea's admission to providing false information to eBay.

RESPONSE TO REQUEST NO. 21

eBay incorporates by reference each of its General Objections as though set forth herein.

Subject to and without waiving the foregoing General Objections, eBay responds as follows:

eBay admits that it determined that, in interviews conducted as part of its internal investigation, Ms. Zea was not truthful about her knowledge of the harassment and intimidation campaign involving the Steiners. eBay refers to Ms. Zea's sentencing memorandum for the content thereof.

REQUEST NO. 22

On or about August 26, 2019, eBay, through Amir Vansover [*sic*], instructed and/or directed PFC to not suspend Zea at that time.

RESPONSE TO REQUEST NO. 22

eBay incorporates by reference each of its General Objections as though set forth herein.

Subject to and without waiving the foregoing General Objections, eBay responds as follows:

The Request as stated is denied.

REQUEST NO. 23

On or about August 26, 2019, eBay, through Amir Vansover [*sic*], instructed and/or directed PFC to still pay Ms. Zea if she was suspended in the future.

RESPONSE TO REQUEST NO. 23

eBay incorporates by reference each of its General Objections as though set forth herein.

Subject to and without waiving the foregoing General Objections, eBay responds as follows:

The Request as stated is denied.

REQUEST NO. 24

On September 16, 2019, Amir Vonsover on behalf of eBay informed PFC (Ellen Sherman) that it was terminating Veronica Zea's engagement with eBay effective immediately. A true and accurate copy of the email notification from Mr. Vonsover to Ms. Sherman dated 9/16/19 is attached as Exhibit 2 and provides as follows:

Hi Ellen,

In furtherance of our continuing investigation we are terminating PFC employee Veronica Zea's engagement with eBay effectively immediately. Please let me know if you would like to discuss.

Thank you again for all of your support through-out this matter.

PFC has been a valuable and responsive partner to eBay.

-Amir

RESPONSE TO REQUEST NO. 24

eBay incorporates by reference each of its General Objections as though set forth herein.

Subject to and without waiving the foregoing General Objections, eBay responds as follows:

eBay admits that on or around September 16, 2019, Amir Vonsover informed Ellen Sherman that eBay was terminating Veronica Zea's engagement with eBay effective

immediately, and that a true and accurate copy of the email notification from Mr. Vonsover to Ms. Sherman is attached as Exhibit 2 to PFC's Requests for Admission.

Dated: September 23, 2024

Respectfully submitted,

/s/ Jack W. Pirozzolo

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CERTIFICATE OF SERVICE

I, Jack W. Pirozzolo, hereby certify that a true copy of the foregoing document was served upon the attorney of record for all parties by email on September 23, 2024.

Dated: September 23, 2024

/s/ Jack W. Pirozzolo
Jack W. Pirozzolo